

Exhibit “A”

Thomas J. De Bartolo
President – Business Manager

Christopher W. George
Financial Secretary – Treasurer

George A. Nowacki
Recording Secretary – Organizer



SHEET METAL WORKERS' LOCAL UNION No. 27

Central and Southern New Jersey

322 Squankum-Yellowbrook Road • P.O. Box 847 • Farmingdale, NJ 07727

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732-938-7901

Michael Kolbasowski
Matthew S. Johnson
Johnnie E. Whittington
Business Representatives

Greg R. Goble
Organizer

LETTER OF ADHERENCE

COMPANY NAME: Halo – Marx Sheet Metal **EIN #** _____

ADDRESS: 14 Easy Street, Bound Brook, NJ 08805

TELEPHONE NO.: 732-901-0218 **FAX NO.:** 914-237-3000 **EMAIL:** johnpelligrino3@halomarx.com

PROJECT NAME: Bell Labs Museum

LOCATION: Holmdel, NJ **BUSINESS REPRESENTATIVE:** Mike Kolbasowski

We the signed employer, on this 13th day of December 2021, agree with the Collective Bargaining Agreement now in effect by and between Sheet Metal Workers' International Association Local Union No. 27, and Sheet Metal Contractors Association of Central and Southern New Jersey and Associated Roofers. We fully agree to conform to all provisions in the Collective Bargaining Agreement containing wages, conditions and terms of employment. It is agreed and understood by Employer that Employer shall not be assigned apprentices or pre-apprentices from SMWIA Local 27 unless approved in the sole and exclusive discretion of the President/Business Manager. A copy of the current wage and fringe benefit rate sheet is attached to, and made part of, this agreement.

Wages for Local 27 Sheet Metal Workers' shall be paid on Wednesday, designated pay day of each week, with no more than two (2) days pay withheld. Wages and fringe benefits shall be a separate check as follows:

1. Envelope wages of \$53.12 per hour times hours worked. (Gross Wages to Worker)
2. After taxes, deduct \$7.55 per hour. (Union deductions, PAC Fund, Credit Union, Market Recovery, HBF, Building Fund & Scholarship Fund)
3. Add \$7.55 per hour plus .67 cents per hour (Industry Fund) to the fringe benefit amount of \$28.45 per hour, for a total of \$36.67 per hour.
4. Pay one check for all employees' hours, at \$36.67 per hour. Make check payable to SMW Local 27 Fringe Benefit Funds. Along with the check, a completed fringe benefit remittance report is required. Reports can be obtained through the Business Representative or the Funds Office.
5. National Benefits (National Pension Fund & National Benefits) are to be paid directly to the National Benefits Fund at www.smnbnf.org.

MANDATORY: All non-signatory contractors without a bond must pay fringes weekly. When the members are laid off, all outstanding fringe benefits must be paid the same day to the Local 27 Funds Office.

AGREED TO BY:

John Pellegrino Jr
(Please type or print name and title)

(Signature of Responsible Company Officer)

Mike Kolbasowski/Business Representative
(Please type or print name and title)

(Signature of Responsible Union Officer)



Light Commercial Agreement

By and Between

SMART

Sheet Metal Workers Local 27

Nov. And, 1981

Local 27 Signatory Contractors

June 1, 2017 to May 31, 2020

Article 1

Union Recognition and Work Jurisdiction

Section 1 (A) The Employer recognizes the Union as the sole exclusive bargaining representative for all of its employees performing Light Commercial HVAC construction work as defined in section 1 (B).

Section 1 (B) **Light Commercial Work Defined.** Light Commercial: This shall apply to all work relating to the installation and fabrication of all heating, ventilating, air conditioning (HVAC), including fixtures and the handling of all equipment, **duct cleaning** thereto, with the exception of the following exclusions:

Hospitals, Pharmaceuticals, Shopping Malls, and Light Commercial work covered by Project Labor Agreements, Building Trades Agreement, "Union Only", or Labor Harmony Agreements, Davis Bacon, EDA funding, Urban Enterprise Zones, Tax abatement relief, or Prevailing Wage Work. All Industrial work is excluded. Jobs in question will be addressed under Resolution 78 at the discretion of the Business Manager from the local who the contractor is signatory to.

THIS AGREEMENT APPLIES TO THE FOLLOWING SCOPE OF WORK, BUT IS NOT LIMITED TO:

- A. One or two family dwellings
- B. Multiple family dwelling units
- C. Townhouses, condominiums and similar structures with units stacked vertically, **not to exceed 5 stories without the approval of the Business Manager**
- D. Motels and Hotels, **not to exceed 5 stories without the approval of the Business Manager**
- E. Tenant fit out ***not to exceed 15,000 square Ft.*** on non-medical office buildings.(EXCLUDING NEW-BUILDS OUT OF THE GROUND OR THE TOTAL REPLACEMENT OF ANY HVAC SYSTEM) **square footage maybe waived with the approval from the Business Manager**
- F. Non-Public community centers and clubhouses
- G. Strip shopping centers

- H. Restaurants and convenience stores (**EXCLUDING RESTAURANTS WHERE THERE ARE LABOR AGREEMENTS e.g. MAJOR MALLS, CASINOS, HOTELS.**)
- I. Daycare facilities (children and adults)
- J. Assisted living facilities, Nursing homes
- K Warehouses

This shall also include any and all residential work, metal roof, architectural or siding work, kitchen equipment or work of a similar nature including common areas within the jurisdiction. **THE UNION HIGHLY ENCOURAGES ALL CONTRACTORS TO SECURE ALL SCOPES OF WORK IN THIS AGREEMENT.**

See section 1 (B) for exclusions to the above Light Commercial work

Section 2: If a signatory contractor has an opportunity to secure work that exceeds the limitations contained in the scope of this agreement that could lead to more employment opportunities for employees covered by this agreement, consideration may be requested from the union on a case-by-case basis. All variances in scope and other terms and conditions must be submitted in writing prior to bidding and approved before implementation by the local union in which the jobsite is located.

Section 3: **Jurisdiction Area**

This Agreement was entered in on the First Day of June, 2017 by Sheet Metal, Air, Rail & Transportation (SMART) Local Union #027, hereinafter referred to as the "Union" and their Signatory Contractors hereinafter referred to as the "Employer". The terms of this agreement shall apply to all work performed by the employer in the counties listed in Article 3 of this agreement in the State of New Jersey. Any of the above work stated in Article 1 performed outside the counties in Article 3 in the State of New Jersey will fall under the rules and regulations of the said Local who covers that Jurisdictional area.

Article 2

Union Security

Section 1 (A) The Employer recognizes the Union as the sole exclusive bargaining representative for all of its employees performing any work specified in Article 1 of this agreement.

Section 2 (A) As to an employee who is to be a member of the Union in good standing, the company, must make the employee a union member within 30 working days. The company should provide to the Union the name of the worker, classification of worker and social security number of such applicant. Only union workers may perform any of the work in this agreement **after the initial 30 day trial employment.**

Management Rights:

Section 1 (A) The right to hire, layoff, promote, transfer and discharge for cause, maintain discipline, assign work, schedule hours, require observance of the company rules and regulations and maintain efficiency of employees vested solely in the Company.

Section 2 (A) The Company has the exclusive right to manage the business, direct the work force, and determine the methods, processes, places and means of manufacturing, quality of work standards, and schedule work and production.

Article 3

Employee Portability

This agreement covers the following counties in New Jersey, Atlantic, Bergen, Burlington, Cape May, Cumberland, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex and Union Counties. Any employer signatory to this agreement will be entitled to unlimited employee portability throughout the counties listed above in the State of New Jersey. **It is mandatory** the employer **will** notify the jobsite local union by **phone** or email within 24 hours of starting a job, the job address, approximate duration and estimated manpower at peak. Jobsites of ten (10) days duration or less do not require notification. Work performed in the counties of Camden, Gloucester, Salem and Warren under this agreement fall under the jurisdiction of Sheet Metal Workers Local 19 and employee portability is limited to Light Commercial Mechanics ONLY.

When the Employer not signatory to this agreement has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another local union affiliated with the Sheet Metal Workers' International Association, and qualified sheet metal workers are available in such area, the Employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Mechanic sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of the local Agreement. If employees are sent into an area where there is no local Agreement of the Sheet Metal Workers' International Association covering the area, then the minimum conditions of the home local union shall apply.

Article 4

Wage Equalization

On all work specified in Article I of this Agreement, fabricated and/or assembled by **Mechanics and Helper** light commercial sheet metal workers within the jurisdiction of this Agreement, covering the following counties in New Jersey, **Atlantic, Bergen, Burlington, Cape May, Cumberland, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex and Union Counties** or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with **International Association of Sheet Metal, Air, Rail and Transportation Workers'**, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

Article 5

Subcontracting

No employer shall subcontract or assign any of the work described herein which is to be performed at a jobsite to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to the union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

Article 6

Wages and Classifications

Section 1. Wage rates and classifications covered by this agreement shall be as follows:

Classifications:

- A. Light Commercial Mechanic: may perform any work covered by this agreement.
As a minimum, each employer shall employ one (1) Light Commercial Mechanic.
- B. Light Commercial Helper: the base hourly minimum total labor cost for a Light Commercial Helpers shall be calculated as a percentage of the Light Commercial Mechanic total labor cost as set forth in this agreement.

Wages:

Light Commercial Mechanic:

Effective June 1, 2017 the minimum beneficial wage rate for a Light Commercial Mechanic shall be \$42 per hour.

Effective June 1, 2018 the minimum beneficial wage rate for a Light Commercial Mechanic shall be \$43 per hour.

Effective June 1, 2019 the minimum beneficial wage rate for a Light Commercial Mechanic shall be \$44 per hour.

Light Commercial Helpers:

- Minimum total labor cost will be based on 45% of the Light Commercial Mechanic total labor cost.

June 1st of every year of this agreement Light Commercial Helper classification will receive a minimum of a 2% raise of their taxable wage.

- C. Each Employer covered by this Agreement shall employ at least one (1) Light Commercial **Mechanic** who is not a member of the firm on all work specified in Article I of this Agreement. However, it will be permissible for an owner-member to be the Light Commercial Mechanic.
- D. The Employer agrees that none but Light Commercial **Mechanics and Helpers** shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMART shall be provided to the Employer.

Article 7

Hours of Work, Holidays and Overtime

Section 1. The workweek shall consist of forty (40) hours from Monday through Friday of each week, normally scheduled in five working days. The Union must be notified in advance when the workweek will not be Monday to Friday.

Section 2. Time and one-half shall be paid for all hours worked in excess of forty (40) hours per week. Benefit package will be paid at straight time for overtime.

Section 3. The regular working day shall consist of eight (8) hours labor in the shop or on the job between eight (8) am and four thirty (4:30) pm with one-half hour (1/2) for lunch period.

- A. The starting and quitting times provided in section 3 of this Article may be changed to 7am to 3:30 pm with one half hour for lunch period.
- B. Exceptions may also be made to Section 3 of this Article, if the job warrants a specified start and stop time.

Section 4. All Employees covered by this agreement shall be at the shop or assigned work location on job site, ready to work at starting time and shall work eight (8) hours until quitting time, except for the lunch period. If less than eight (8) hours of work is performed as the result of the Employee's lateness or early quitting (including lunch period), the employer shall have the right to deduct such lost time in figuring the weekly payroll. All tools shall be put away, in a place provided by the Employer, during the established working period.

Section 5. Employees who report to work by the direction of the Employer and are not placed to work, or are directed to cease work within four (4) hours after starting time, shall be paid a minimum of four (4) hour pay at the established rate; If more than four (4) hours but less than eight (8) hours are worked they shall be paid a minimum of eight (8) hours. This provision shall not be enforceable when conditions beyond the Employer's control cause the Employer to cease-work.

Section 6. Pay day shall be once each week no later than the fifth (5) day following the end of the Employer's weekly payroll period. Employees are to be paid at the option of the Employer and signed permission of the Employee in either a payroll check or by electronic or automatic deposit.

Section 6. No work shall be performed on recognized holidays, all work performed on recognized holidays shall be paid at one and a half times the hourly rate. (If a holiday falls on a Sunday, it shall be observed on Monday.)

Recognized Holidays Are:

- | | |
|-----------------------------------|-------------------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Presidents' Birthday | 7. Veterans' Day |
| 3. Good Friday | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Christmas Day |
| 5. Independence Day
(July 4th) | 10. Presidential Election Day |

Article 8

Health Fund

Effective September 1, 2015, contribution rates are based on hours worked and are as follows:

- The employer agrees to make contributions on behalf of Light Commercial Mechanics.
- The employer agrees to make contributions on behalf of Light Commercial Helpers.

If the company has an existing health care plan and wants to continue to provide that plan to his employees, it will be allowed upon the approval by the union upon review of the employer's health plan.

Article 9

Pension Fund

The employer agrees to make contributions on behalf of all Light Commercial Mechanics, and Helpers of two (2) dollars per hour.

SHEET METAL WORKERS' NATIONAL PENSION FUND:

This *Article/Section* relates to the Employer's obligation to contribute to the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund"). The Parties have adopted the NPF's Default Option under the NPF's Funding Improvement Plan and Funding Improvement Plan Schedule(s) ("FIP"). The Employer agrees to contribute in accordance with the terms of the FIP Schedule adopted by the parties, the NPF Plan Document (the "Plan Document") and the NPF Trust Document (the "Trust Document"). The FIP Schedule, Plan Document, and Trust Document are hereby incorporated by reference into, and form part of, this Collective Bargaining Agreement ("Agreement").

1. For the duration of this Agreement and any renewals or extensions to it, the Employer shall make monthly NPF contributions at the hourly Contribution Rate provided for under this Agreement and as required by the FIP Schedule. The Employer shall contribute for each Hour of Work performed by each employee for whom contributions are due under this Agreement.

2. An Employer shall starting contributing on an employee starting with the employee's first hour of employment with the Employer.

3. All contributions shall be made at such time and in such manner, as the Fund requires. Contributions for each Covered Employee shall be due the Fund on or before the twentieth (20th) day of each month, based on the Covered Employee's Hours of Work in the preceding month. Contributions and remittance data shall be transmitted electronically via the National Benefit Funds' Secure online Internet Payment System, accessible at www.smwnbf.org (IPS Support Team can be reached via email: ips@smwnbf.org or by calling 800-231-4622).

4. Failure to pay and timely file reports shall constitute a delinquency in violation of the Employer's obligation under this Agreement, the FIP/Schedule, the Trust Document, and the Employee Retirement Income Act of 1974, as amended ("ERISA"). A delinquent Employer is liable for payment of additional charges for interest, liquidated damages, attorney's fees and collection costs in accordance with the Trust Document. Notwithstanding any other provision of this Agreement to the contrary, the Fund's Trustees may take whatever steps they deem necessary or appropriate to collect delinquent payments or enforce the terms of the FIP Schedule selected herein, the Plan Document, or Trust Document, including, but not limited to, legal action, recommendation for withdrawal of labor, requiring weekly or biweekly contributions, and termination of the Employer's status as a Contributing Employer to the Fund.

5. At any time the Fund deems it necessary or appropriate, it may audit the Employer's financial, payroll, wage, job or project records to determine the accuracy of contributions due to the Fund and the Employer's ability to meet its contribution obligations. If the audit reveals inaccurate, insufficient or delinquent contributions, the Employer agrees to pay all auditors' fees, and any legal fees and costs incurred in collecting audit fees, in accordance with the Trust Document.

6. Should the Fund notify the Union that the Employer is delinquent in any payments due the Fund, the Union shall withdraw labor upon 24 hour notice to the employer.

7. Notwithstanding the payment of Employer contributions, eligibility for NPF benefits is determined under the provisions of the NPF Plan Document.

Article 10

Training Fund

Section 1. Mechanics and Helpers shall be required to attend training sessions provided by the Union. OSHA 30 will be included in this training.

Section 2. The employer agrees to contribute to the Local Union 27 Education Fund for all employees covered by this agreement.

Article 11

Discharge

Refer to schedule B, The Local Union's Code of Excellence.

Article 12

Grievance Procedure

Section 1. All grievances will be brought up to the employer's representative and the Unions Business Agent within 30 business days of the disputed occurrence.

Section 2. The Business Agent may be present at any grievance meeting, and shall have access to the shop or job site of the employer during business hours for the purpose of ascertaining whether the Employer is compliant with the provisions of this agreement.

Section 3. The Union's Business Agent and the Employer shall attempt to settle the grievance within 3 Business days, and if they are unable to do so, the issue may be thereafter submitted to binding arbitration with the New Jersey State Board of Mediation.

Section 4. The arbitrator's decision shall be made in writing and shall be final and binding to both parties.

Section 5. As long as the Union is not in default in complying with the decision of the arbitrator, the employer agrees not to engage in any lockouts.

Article 13

Employer Fringe Benefit Contributions

Effective as of the date of this Agreement, the Employers will contribute to the following Trust Funds for each hour worked by each employee of the Employer covered by this Agreement. The parties agree to be bound by the separate Agreements and Declarations of Trusts for which contributions are to be made in accordance with this Agreement.

National Pension Fund: Light Commercial Mechanic and Helper shall have a contribution rate of \$2 Dollars per hour worked.

Local Training Fund Contribution: A contribution shall be contributed for all hours worked for all classifications (See Light Commercial Rate Sheet).

Health Care Contributions: A contribution shall be contributed for all hours worked for all classifications in Article 7. (See Light Commercial Rate Sheet)

ITI/NEMIC/SMOHIT: A total of seventeen (0.17) cents per hour, designated as follows: NEMIC three (.03) cents per hour, SMOHIT two (.02) cents per hour and twelve (.12) cents per hour ITI where Employer had covered employees.

Effective as of the date of this Agreement, the Employer shall contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) the hourly contribution rate established by the ITI Trustees. The Employer shall contribute to the National Energy Management Institute Committee (NEMIC), the hourly contribution rate established by the NEMIC Trustees. The Employer shall contribute to the Sheet Metal Occupational Health Institute Trust (Institute) the hourly contribution rate established by the Institute's Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, NEMIC and SMOHIT or, for purposes of collection and transmittal electronically at www.smwnbf.org

The parties authorize the trustees of all National Funds (as defined below) to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various National Funds. The parties recognize that the

National Funds can receive and process contribution reports and remittances electronically. The parties agree to encourage employers to utilize the electronic reporting and remittance system.

The parties agree to be bound by, and act in accordance with, the respective Plan Documents, Agreements and Declarations of Trusts and/or Trust Documents establishing or governing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States, and to the extent that this Agreement requires contributions to the following funds, the Sheet Metal Workers' National Pension Fund, National Stabilization Agreement of the Sheet Metal Industry Trust Fund, Sheet Metal Workers' National Health Fund, Sheet Metal Workers' International Association Scholarship Fund, Sheet Metal Workers' National Supplemental Savings Plan (collectively, "National Funds"), as applicable and the separate agreements and declarations of trusts of all other local or national programs and benefit plans to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust or plan documents as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said documents.

If remittances are not received by the due date, the Employer shall be notified by the Union office of their delinquency, then the Trustees and attorneys for the funds involved may be notified to pursue legal action in accordance with the policy for collection of delinquent contributions.

Section 1. All contributions to SMART Local and National Fringe Benefits Funds office shall be due on or before the 20th day of the month following any month the Employer had covered employees.

Article 14

Work Assessment, Union Dues

Section 1. The employer agrees to deduct after taxes a Local Union working assessment and an IA assessment from the total hourly taxable wage for every hour worked for each union employee.

Local Dues Check Off = 2% of total wage and fringe benefit package for Mechanics and 2% of total wage and fringe benefit package for Helpers will be at the Mechanics Dues Check Off.

Section 2. Monthly dues will be the responsibility of the individual member/employee. The established dues will be paid in advance monthly to the union funds office. Any member 60 days behind in payment of dues shall be deemed a member in violation of union membership. A dues receipt will be supplied by the union and the member should have it in their possession at all times for proof of active membership. Only active dues paying members shall be allowed to work in or for their signatory employer.

Article 15

Resolution 78

Section 1. Any and all jobs where a signatory contractor is bidding against non-signatory contractors, the Business Manager may authorize modifications to this contract that will make signatory employers competitive; this excludes any State or Federal Prevailing Wage work, as well as any National Benefit Funds amounts (NPF, ITI, NEMIC, SMOHIT)

Article 16

Reopener

Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the sponsoring national associations, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or

amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

Article 17

Most Favored Nations Clause

If any more favorable conditions are granted by Local Union No. 27 to any other employer in the jurisdictional area of this contract, all Employers will have the right to adopt the same as an Amendment to this Agreement, effective at once, with appropriate written notice to the Union.

Article 18

Successor Clause

The Union may request recognition as the exclusive collective bargaining agent for all employees employed by the Employer in the classifications and geographic jurisdiction covered by this Agreement, whether or not they are members of the Union. In determining whether the union has the support of a majority of the Employer's employees, such showing may be based upon either a majority of those employed at the time such recognition is requested, or, a majority of those eligible to vote under the National Labor Relations Board's Steiny-Daniel formula. No later than 10 days following the Union's request, the Employer shall review employees' authorization cards submitted by the Union in support of its claim to represent and have the support of a majority of such employees. If a majority of the employees has designated the Union as their exclusive collective bargaining representative, the Employer will recognize the Union as such majority representative of all employees in the classifications and geographic jurisdiction covered by this Agreement. The Employer shall not file or cause the filing of a petition for election or unfair labor practice charge with the National Labor Relations Board in connection with any demands for recognition provided for here. Article XII of this Agreement shall be the sole and exclusive means of resolving any dispute concerning this provision.

In order to secure job opportunities for the employees covered by this Collective Bargaining Agreement, if the Employer sells the business to a purchaser who intends to

operate the business as a going concern, that is, continues the operations of the business without substantial change, the Employer shall require the purchaser, as a condition of the sales transaction, to assume and be bound by this agreement and to recognize the Union as the exclusive representative of the Company's Employees pursuant to Section 9(a) of the National Labor Relations Act. The word "sells" used herein shall include any sale of stock of the Employer whether in a single or series of transactions.

The employer shall notify the Union of any sale contemplated by this Agreement immediately upon execution of the sales agreement.

In witness whereof, the parties set their hand this ____ day of _____, 2020.

Company Name

SMART
Sheet Metal Workers
Local Union No. 27

Address

PO Box 847
Farmingdale, NJ 07727

Name of Responsible Officer

Andrew C. Caccholi/Pres/Bus. Mgr.
Name of Responsible Union Officer

Signature

Signature

Date: _____

Date: _____